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GE Capital

Global Project & Structured Finance Corporation
A unit of General Electric Capital Corporation
1600 Summer Street, Stamford, CT 06927-4000
203 357-4499

RECORDATION NO. 10157 F FILED 1425

August 9, 1994

AUG 10 1994 -2 50 PM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, DC 20423
Att: Secretary

0100334037

Ladies and Gentlemen:

Enclosed herewith please find original counterparts of the documents described below to be recorded pursuant to section 11303 of title 49 of the United States Code.

These documents are:

- 1) Lease Extension Agreement (a lease amendment and extension agreement) dated as of August 1, 1994;
- 2) Bill of Sale (a sale agreement) dated as of August 1, 1994;
- 3) Release dated as of August 1, 1994.

All of the foregoing are secondary documents related to documents recorded under recordation number 10157.

The names and addresses of the parties to the documents are as follows:

Lessee:
Burlington Northern Railroad Company
1600 Continental Plaza Building
777 Main Street
Fort Worth, Texas 76102
Attention of Stephan Petracek

Trustee:
Corporate Trust Department
Two Hopkins Plaza
Baltimore, Maryland 21203
Attention of Michael Hoehn

RECEIVED
OFFICE OF THE
CLERK OF THE
SUPREME COURT
AUG 10 2 11 PM '94
LICENSING BRANCH

Owner:
General Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 06927
Attention of Donald L. Eakin

The equipment covered by the Lease Extension Agreement consists of twenty-five Model GP 40-2 locomotives, bearing road numbers BN 3040 through 3064 (formerly SLSF 750-774). The equipment covered by the Bill of Sale and the Release consists of four Model SD 38-2 locomotives, bearing road numbers BN 6260 through 6263.

A fee of \$54 is enclosed. Please return all counterparts not needed by the Commission for recordation, stamped to show recordation, to:

Donald L. Eakin
General Electric Capital Corporation
1600 Summer Street, 6th Floor
Stamford, Connecticut 06927

A short summary of the documents to appear in the index follows: lease amendment and extension agreement, dated as of August 1, 1994, extending the lease of twenty-five locomotives covered by the Lease of Railroad Equipment dated as of January 1, 1979 between Burlington Northern Railroad Company (formerly St. Louis-San Francisco Railway Company), as lessee and Mercantile-Safe Deposit and Trust Company, as trustee (the "Lease"); sale agreement dated as of August 1, 1994 relating to the sale of four locomotives formerly covered by the Lease, release of four locomotives from January 1, 1979 Trust by Mercantile-Safe Deposit and Trust Company, as trustee.

Please do not hesitate to telephone me at (203) 961-2046 with any questions or comments.

Very truly yours,

Charles V. O'Boyle, Jr.
Charles V. O'Boyle, Jr.

Enclosures

RECORDATION NO. 10157-F
AUG 10 1994 -2 50 PM
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INTERSTATE COMMERCE COMMISSION

LEASE EXTENSION AGREEMENT dated as of August 1, 1994, between BURLINGTON NORTHERN RAILROAD COMPANY (formerly St. Louis-San Francisco Railway Company) (hereinafter called the Lessee) and MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as trustee (hereinafter called the Trustee) under the Trust Agreement dated as of January 1, 1979 (hereinafter called the Trust Agreement), with General Electric Capital Corporation (formerly General Electric Credit Corporation) and J.P. Morgan Interfunding Corp.

WHEREAS the Lessee, under its then name, St. Louis-San Francisco Railway Company, and the Trustee have entered into a Lease of Railroad Equipment dated as of January 1, 1979 (hereinafter called the Lease), covering twenty-five 3,000 horsepower diesel-electric locomotives, Model GP 40-2, bearing the road numbers BN 3040 through 3064 (formerly SLSF 750-774) and four 2,000 horsepower diesel-electric locomotives, Model SD 38-2, bearing the road numbers BN 6260 through 6263 (formerly SLSF 296-299);

WHEREAS the Lease has been recorded with the Interstate Commerce Commission pursuant to section 20c of the Interstate Commerce Act on February 27, 1979, and assigned recordation number 10157-B;

WHEREAS the term of the Lease expires on August 1, 1994, and the parties hereto wish to extend the term thereof with respect to the following of said locomotives:

Twenty-five Model GP 40-2, road numbers BN 3040 through 3064 (formerly SLSF 750-774).

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Extension of Term. The term of the Lease, with respect to the locomotives identified above, is hereby extended to August 1, 1996. The terms "Units" and "Schedule A Units," as used herein and in the Lease, shall mean, during such extended term, said locomotives.

2. Rent. §3.1 of the Lease is hereby amended to add the following new paragraph (5):

(5) The Lessee agrees to pay to the Trustee, as rental for each Schedule A Unit subject to this Lease during the period from August 1 1994, through August 1, 1996, four semi-annual payments payable, in arrears, on February 1, 1995, August 1, 1995, February 1, 1996 and August 1, 1996. Each such payment shall be in an amount equal to \$1,015,156.00.

With respect to the Units, the phrase "the date on which the final payment of rent in respect thereof is due pursuant to §3.1 hereof" in the first sentence of §4.1 of the Lease shall be interpreted to include the foregoing new paragraph (5) of §3.1 of the Lease.

3. Appendix A. The Lessee's Identification Numbers for the Units that are GP 40-2 locomotives set forth in Appendix A to the Lease are hereby amended to read as follows: "BN 3040-3064."

4. No other Amendments. Except as amended and supplemented hereby, the Lease shall remain in full force and effect.

5. Method of Notice. All communications and notices provided for herein and in the Lease shall be in writing and shall become effective when delivered or the next day after being deposited in the United States mail, with proper postage for overnight mail prepaid, addressed:

(i) if to the Lessee, at
1600 Continental Plaza Building
777 Main Street
Fort Worth, Texas 76102
Attention of Stephan Petracek

(ii) if to the Trustee, at
Corporate Trust Department
Two Hopkins Plaza
Baltimore, Maryland 21203
Attention of Michael Hoehn

with a copy to
General Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 06927
Attention of D.L. Eakin

or at such other address that any party shall designate by notice to the other parties hereto.

6. Invalidity of Provisions. Any provision of this agreement that may be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. Counterparts. This agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

8. Effectiveness. this Agreement shall be effective as of the date first above written, notwithstanding a later date of execution hereof by either or both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers thereunto duly authorized:

BURLINGTON NORTHERN RAILROAD COMPANY


By: 
Title: Senior Vice President and Treasurer

MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as trustee

By: 
Title: Corporate Trust Officer

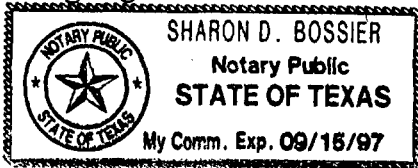
General Electric Capital Corporation, as Owner (under its then name, General Electric Credit Corporation) under the Trust Agreement referred to in the above Agreement, does hereby authorize and direct Mercantile Safe-Deposit and Trust Company, in its capacity as Trustee under said Trust Agreement, to execute, deliver, and perform the above Agreement.

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Title: man - operations

STATE OF TEXAS)
) ss:
COUNTY OF TARRANT)

On this 12th day of July, 1994, before me personally appeared Robert F. McKenney, to me personally known, who, being by me duly sworn, says that (s)he is Sr. VP & Treasurer of Burlington Northern Railroad Company, that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Sharon D. Bossier
Notary Public

My commission expires:

STATE OF *Maryland*)
) ss:
City
COUNTY OF *Baltimore*)

On this 20th day of *July*, 1994, before me personally appeared Robert D. Brown, to me personally known, who, being by me duly sworn, says that (s)he is Corporate Trust Officer of Mercantile Safe-Deposit and Trust Company, that the foregoing instrument was signed on behalf of said company by authority of its board of directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Marion P. Allen
Notary Public

My commission expires: *11/16/94*